



## **PARTIES**

4. SPC Taylor resides in Lynchburg, Virginia, within the jurisdiction of this Court.
5. Liberty is a non-profit corporation with the primary business of operating a Christian institution of higher learning in Lynchburg, Virginia.

## **CLAIMS FOR RELIEF**

6. SPC Taylor is a Specialist in the United States Army Reserve with the rank of E-4 and was enlisted with that rank on July 1, 2015.
7. On July 1, 2015, SPC Taylor was hired by Liberty as a full-time transit operator at a wage of \$12.00 per hour plus benefits, including annual leave, sick leave, health care benefits and other fringe benefits.
8. When SPC Taylor was hired by Liberty on July 1, 2015, the hiring officials at Liberty were aware that SPC Taylor was enlisted in the United States Army Reserve.
9. SPC Taylor was ordered to Active Duty Training at Fort Dix for five days beginning on August 17, 2015.
10. SPC Taylor's supervisor at Liberty, Robert Smith, expressed displeasure with his deployment to Active Duty Training and informed SPC Taylor that he wanted to hire SPC Taylor part-time because his military service interfered with his work schedule at Liberty.
11. On October 6, 2015, SPC Taylor was called to forklift training at the Bedford Army Reserve Center for three days of licensing.
12. SPC Taylor's supervisors became upset because SPC Taylor missed time from work due

to military service.

13. SPC Taylor missed several other days at work at Liberty due to illness, but he always complied with Liberty's leave policy and did not take leave without pay.
14. On or about November 1, 2015, SPC Taylor was called into a meeting at Liberty and directed to sign a document subjecting him to discipline for missing too much time from work. SPC Taylor refused to sign this document and was ordered to leave the grounds of the university.
15. Prior to November 1, 2015, SPC Taylor had not been disciplined or counseled for his performance at Liberty.
16. SPC Taylor was terminated from employment by Liberty on November 4, 2015 because he refused to sign the above-referenced document.
17. At the time SPC Taylor was terminated from employment by Liberty, Steve Foster and Ted Sweet, both officials at Liberty, were present.
18. At the time SPC Taylor was terminated from employment at Liberty, Steve Foster informed him that he was being terminated for missing too many days of work.
19. SPC Taylor was never insubordinate and did not ever violate any of Liberty's policies, standards, rules or directives at any time during the course of his employment.
20. SPC Taylor was terminated because he missed time from work at Liberty to serve in the United States Army Reserve, and his termination of employment violated his rights under USERRA.

21. Liberty's violation of SPC Taylor's USERRA rights was willful.

**PRAYER FOR RELIEF**

WHEREFORE, SPC Taylor prays that the Court enters judgment against Liberty its officers, agents, employees, successors and all persons in active concert or participation with it, as follows:

1. Declare that the Liberty violated Sections 4312 and 4313 of USERRA, by terminating SPC Taylor's employment as a full-time transit operator because of time he missed for military service;
2. Declare that Liberty's violation of the provisions of USERRA was willful;
3. Order that Liberty fully comply with the provisions of USERRA, and promptly restore Mr. Taylor to a full-time transit operator position at the level of seniority, status and compensation that he would have enjoyed had he remained employed continuously with Liberty from November 4, 2015;
4. Order that Liberty fully comply with the provisions of USERRA, and promptly pay SPC Taylor for his loss of earnings and benefits suffered by reason of Liberty's failure or refusal to comply with USERRA;
5. Order that Liberty pay SPC Taylor liquidated damages in equal amount to the value of his his loss of earnings and benefits suffered by reason of Liberty's failure or refusal to comply with USERRA;
6. Award SPC Taylor prejudgment interest on the amount of lost wages and benefits;

7. Order Liberty to pay the reasonable attorney fees SPC Taylor incurred in bring this complaint;
8. Enjoin Liberty from failing to comply in the future with all provisions of USERRA; and
9. Grant such other and further relief as may be just and proper together with the costs and disbursements of this lawsuit.
10. Plaintiff demands a jury trial

Respectfully submitted,

**CHRISTOPHER TAYLOR**  
**By Counsel**

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